**I agree to the following liability waiver which waives my right to any claim for any injury, illness or death occurring during this LucinZin Fitness, L.L.C. event even if it is due to the negligence of Lucinda Moore or Holy Cross Lutheran Church. I also give LucinZin Fitness, L.L.C. and Lucinda Moore my permission to use my likeness in any form of social media and any other advertising for all LucinZin Fitness, L.L.C. events. I also agree I have consulted with my healthcare professional, and he/she agrees I am able to participate in the fitness training and/ or nutrition, metabolism and hormone coaching I am registering for. If my healthcare professional advised not to participate in any specific fitness activity conducted by Lucinda Moore, or he/she suggested modifications for any fitness or nutrition coaching/training, either I, or a representative from my healthcare professional’s office, has communicated this to Lucinda Moore.**

**FULL LIABILITY WAIVER**

For and in consideration of Lucinda Moore-Fitness Instructor (Lucinda Moore) and LucinZin Fitness, LLC permitting me to enroll, attend and participate in all mat Pilates Class Events (the “Event”), I hereby agree to the terms and conditions set forth in this Agreement.

Waiver of Liability: I hereby voluntarily indemnify, release from liability, and hold harmless Lucinda Moore and LucinZin Fitness, LLC, as well as Holy Cross Lutheran Church (the venue) for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my attendance at and/or participation in any mat Pilates Class Events I attend at this venue. For this document “the Event” is defined as any class event attended either today or in the future. If I am injured at the Event or become ill as a result of attending the Event, I agree to assume any financial obligations, either through my personal health insurance, or through some other means, for any medical costs I incur. I understand, acknowledge and agree that Lucinda Moore-Fitness Instructor and LucinZin Fitness, LLC, and Holy Cross Lutheran Church assume no responsibility for any medical expenses, injury, illness, or damage suffered by me or someone related to or associated with me in connection with my attendance at the Event, the use of the Event facilities or services, or my participation in Event activities. In addition, I acknowledge, understand and agree that there is an inherent risk of exposure to COVID-19 and/or other viruses in any public or private place where people are present and, accordingly, attending the Event could increase the risk that I, or someone related to or associated with me, contracts COVID-19 or another virus.

I hereby acknowledge the contagious nature of viruses, including COVID-19, as well as any mutation or variation thereof, and voluntarily assume the risk that I, my immediate or extended family or any other person related or associated with me may be exposed to or infected by a virus, inclusive of COVID-19, by my attendance at the Event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by a virus (such as COVID-19) at the Event may result from the actions, omissions, or negligence of myself and others attending and/or participating in the Event. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my immediate or extended family or any other person related or associated to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind and not exclusively as related or resulting from COVID-19 or another virus, that I, my immediate or extended family or any other person related or associated to me may experience or incur in connection with my attendance at the Event or participation in Pilates programming, including but not limited to, any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by me or any other person arising or resulting directly or indirectly from my participation in the Event (“Claims”). On my behalf, and on behalf of my immediate or extended family or any other person related or associated with me, I hereby release, covenant not to sue, discharge, and hold harmless Lucinda Moore and LucinZin Fitness, LLC as well as the venue, Holy Cross Lutheran Church, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Lucinda Moore and LucinZin Fitness, LLC as well as any claims based on the actions, omissions, or negligence of the venue (Holy Cross Lutheran Church) whether a COVID-19 or other infection occurs before, during, or after my attendance at and/or participation in the Event.

I EXPRESSLY REPRESENT THAT I AM FULLY AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE FITNESS ACTIVITIES IN THE EVENT, INCLUDING BUT NOT LIMITED TO ANY ACCIDENT, INJURY, ILLNESS, DEATH, LOSS, DAMAGE TO PERSON OR PROPERTY, OR OTHER CONSEQUENCES SUFFERED BY MYSELF ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM MY ATTENDANCE AT AND/OR PARTICIPATION IN THE EVENT AS WELL AS THE ADDITIONAL RISKS ASSOCIATED WITH THE COVID-19 PANDEMIC, INCLUDING ANY MUTATION OR VARIATION THEREOF. IT IS MY INTENTION THAT I EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE UPON MYSELF, MY FAMILY, AND ANY OTHER PERSON RELATED OR ASSOCIATED WITH ME, INCLUDING BUT NOT LIMITED TO AS A RESULT OF EXPOSURE TO OR CONTRACTING COVID-19, ANY MUTATION OR VARIATION THEREOF, OR OTHER VIRUS OR DISEASE, TO THE EXCLUSION OF EVENT ORGANIZER (LUCINDA MOORE) AND LUCINZIN FITNESS, LLC FROM LIABILITY FOR ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, LOSS, DAMAGE TO PERSON OR PROPERTY OR DEATH. I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF MY LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, ILLNESS, MEDICAL COMPLICATIONS, DEATH OR PROPERTY DAMAGE AND A CONTRACT BETWEEN MYSELF, LUCINDA MOORE AND LUCINZIN FITNESS, LLC AND I AM AGREEING TO IT OF MY OWN FREE WILL. I ALSO AFFIRM THAT I HAVE CONSULTED WITH MY MEDICAL PROFESSIONAL IF I HAVE ANY MEDICAL CONDITIONS THAT COULD BE EXASPERATED BY PARTICIPATING IN A MAT PILATES CLASS AND SAID MEDICAL PROFESSIONAL HAS AUTHORIZED ME TO PARTICIPATE.

Release of Publicity Rights: I acknowledge, understand and agree that I may be videotaped, audio recorded and/or photographed during the Event (collectively, the “Works”). I hereby grant Lucinda Moore-Fitness Instructor, LucinZin Fitness, LLC its respective successors, assigns, licensees, and legal representatives exclusively the right to own, use, modify, and reproduce the Works for any and all purposes worldwide, including but not limited to advertisements, marketing, print, and all commercial purposes and in all forms of media (now known or hereinafter developed), without any credit and/or compensation (including royalties) to myself or my heirs in perpetuity. I waive any right to inspect or approve the Works, or any images, recordings, copy or printed matter associated with the Works, inclusive of Works and Derivatives, and waive any rights of ownership to the same without royalties.

I hereby grant Lucinda Moore and LucinZin Fitness, LLC, and its respective successors, assigns, licensees, and legal representatives in perpetuity the irrevocable right to use my name (or any fictional name), likeness, and publicity rights in connection with Lucinda Moore’s use of the Works. I understand that nothing in this Agreement shall obligate Lucinda Moore or LucinZin Fitness, LLC to use my name, likeness, publicity rights and/or the Works at any time. I understand that others, with or without Lucinda Moore’s consent, may use and/or reproduce the Works. I hereby release Lucinda Moore and LucinZin Fitness, LLC and any of its associated or affiliated companies, their directors, officers, agents, employees and customers, and any party authorized by Lucinda Moore to use the Works, their directors, officers, agents and employees from all claims of every kind on account of such use of the Works.

I intend that Lucinda Moore and LucinZin Fitness, LLC shall have full ownership of the Works and of all adaptations, revisions, edits, amendments and subsequent versions of, and additions to, the Works, and other derivative works based on the Works (the “Derivative Works”) and of copyright therein and any registrations therefore, and that I shall have no rights of ownership thereof. Copyright in the Works and the Derivative Works shall be owned solely, completely and exclusively by Lucinda Moore and LucinZin Fitness, LLC free and clear from all claims of any nature relating to my contributions or other efforts.

Governing Law: I acknowledge, understand and agree that (i) this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas without reference to any conflicts of laws principles; (ii) jurisdiction and venue in any action to enforce or interpret this Agreement shall be commenced in a court of competent jurisdiction (state or federal), in Harris County, Texas; and (iii) in the event any action or proceeding is commenced to enforce or interpret this Agreement, then the prevailing party shall be entitled to recover its reasonable outside attorney’s fees, and reasonable costs.

Miscellaneous Provisions: I further acknowledge, understand and agree that (i) a party’s non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of that party’s right to enforce any prior, contemporaneous or future breach or default of the Agreement; (ii) any such waiver will only be effective upon the waiving party’s written consent; (iii) this Agreement shall not be construed as having been drafted by only one party, nor shall any ambiguity be resolved in favor of, nor against, any one party; and (iv) in the event that a court shall construe any provision of this Agreement as void or unenforceable, then the balance of the Agreement shall continue to remain in full force and effect.

By electronically checking this box on this website, I swear, under penalty of perjury, that I have read and fully understand this Agreement, that I acknowledge and agree to the contents of this Agreement, that I am 18 years of age or older, and that I have no conflicting commitments which would make me unable to enter into this Agreement and fully grant the rights specified herein.

Legal Name Printed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Circle one below to opt in to my email list including the informative Newsletter once a month.

Yes

No